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Palmyra-Macedon Central School  
District And Csea Local 859 (Non-  
Instructional Unit)

SD  
GEN

# Agreement

between the

PALMYRA-MACEDON CENTRAL SCHOOL  
DISTRICT  
Palmyra, New York

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
Local 1000, AFSCME, AFL-CIO,  
PALMYRA-MACEDON SCHOOL DISTRICT UNIT,  
WAYNE COUNTY LOCAL 859

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SEP 30 2003

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2003 - June 30, 2005

145

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## **ARTICLE 1**

### **Recognition**

#### **Section 1.** **AGREEMENT**

This is an Agreement entered into by and between the Palmyra-Macedon Central School District, Palmyra, New York (hereinafter referred to as the "Employer") and the Civil Service Employees Association Inc., Local 1000, AFSCME, AFL-CIO, Palmyra-Macedon School District Unit, Wayne County Local 859, (hereinafter referred to as the "Union").

#### **Section 2.** **RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment and the administration of grievances for the term of this Agreement for all non-instructional employees of the Employer listed on Schedule A of this Agreement, attached hereto and made a part hereof.

In the event of a disagreement between the parties whether a new job classification shall be placed within the bargaining unit, the matter may be referred by either party to the Public Employment Relations Board for decision in accordance with the tests set forth in section 207 of the New York State Civil Service Law. The District will advise the Union of new job classifications.

#### **Section 3.** **DEFINITIONS**

**Employment Classifications** - District employees are classified for administrative purposes follows:

**Salaried** - Positions required to maintain operation of school facilities.

**Hourly** - Positions required in direct proportion to work performed and activity being conducted.

**Substitute** - Positions required to fill in during absence of regular salaried or hourly employees.

## **ARTICLE 2**

### **Management Rights**

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote, and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority which the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

## **ARTICLE 3**

### **Union Rights**

#### **Section 1.**

##### **Recognition**

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Civil Service Law, under any other applicable law, rule, regulation or statute and under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the member wishes to negotiate and pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate, and shall not be required to give any non-member any of its professional, legal, technical or specialized services, except as may be required by law.

#### **Section 2.**

##### **Information Clause**

On the effective date of this agreement, the employer shall provide the Palmyra-Macedon School Unit with a list of employees in the negotiating unit showing each employee's full name, home address, social security number, job title, work location, membership status insurance deduction(s) and first date of employment. Such information shall thereafter be provided to the Palmyra-Macedon School Unit on a semi-annual basis.

#### **Section 3.**

##### **Dues Check-off and Union Security**

The parties recognize that the law in the State of New York may provide for an agency fee to be charged to unit members, who are not members of the CSEA, INC.

- 3.1 The Employer shall deduct from the wages of employees covered hereunder who are Union members, and shall remit to the Union, 143 Washington Avenue, Albany, New York 12224, regular membership dues, and Union-sponsored insurance for those employees who have signed authorizations permitting such payroll deductions exclusively for the Union. The Union shall designate to the Employer in writing the amounts of such deductions.
- 3.2 The Union shall indemnify and save harmless the Employer from any and all manner of claims, demands, suits, actions or other forms of liability which may arise against the Employer by reason of the deductions made in accordance with this Article.
- 3.3 The Employer shall make available to the Union President any portions of Minutes of Board of Education meetings setting forth the hiring, reinstatement, termination or transfer of employees covered hereunder.

#### Section 4.

##### Union Representatives

- 4.1 The Union may designate a total of five (5) bargaining unit employees, but not more than one per building, as Union delegates.
- 4.2 The Employer will be notified in writing of the names of the delegates thus designated.
- 4.3 The designated delegates will be permitted to attend the Union's spring and fall conventions without pay, except that vacation time may be used.
- 4.4 The Employer shall be notified at least two (2) weeks in advance of the meetings that the delegate will be attending such meeting.
- 4.5 Employees designated as grievance representatives will be allowed to handle grievances of employees and to represent employees at all stages of the grievance procedure.
- 4.6 Union officers and representatives shall be afforded reasonable time off for the performance of their duties as Union officers and representatives, except that such duties shall be handled where possible outside of normal working hours.
- 4.7 CSEA Staff Representatives shall be allowed reasonable access to employees on the job, so long as the appropriate building principal's office is notified upon arrival and such access does not unreasonably interfere with the proper performance by an employee of his job.

#### Section 5.

##### Copy of Contract

The employer shall print and distribute one (1) copy of the contract to each employee within a reasonable time after the contract has been approved. New employees will receive a copy of the contract when hired.

**ARTICLE 4**  
**Probationary Employees**

Section 1.

Each new employee not covered under section 75 of the New York State Civil Service Law shall serve a probationary term of twenty-six (26) weeks.

Section 2.

Each employee covered under section 75 of the Civil Service Law shall serve a probationary term as prescribed by that Law and the applicable Wayne County Civil Service regulations, which is similar to the probationary period provided in the preceding paragraph. The Employer may credit provisional service toward the requirement of the probationary period of such an employee.

A probationary employee may be terminated at any time without regard to any limitations provided in Article 12 of this Agreement (Fair Discipline/Dismissal and Grievance).



## **ARTICLE 5**

### **Job Posting and Seniority**

#### **Section 1.**

##### **Job Posting**

- 1.1 Present unit employees are to be notified when there is a new position in the unit or that there is a vacant position that the District desires to fill. Notification shall be made by the Superintendent or Designee by having notices posted in the following places:
  1. Main office of each school building
  2. Business office
  3. Custodial office of each school building
  4. Bus garage
  5. Cafeteria office of each school building
- 1.2 The posting shall include job title, location, minimum rate of compensation and hours of employment.
- 1.3 Such posting shall be made at least two weeks prior to the day that the vacancies are to be filled. Vacancies shall be filled by the District with due consideration being given to the qualifications, ability and seniority of the applicants for such vacancies. The District agrees to interview the four senior qualified internal applicants if there are four. If there are less than four senior qualified internal applicants, such qualified applicants will be interviewed.
- 1.4 The District agrees to provide the Union president with a list of new employees.

#### **Section 2.**

- 2.1 Seniority shall be defined as length of continuous service with the Employer, not counting substitute service. In the event of a layoff, subject to the applicable provisions of the New York Civil Service Law and Wayne County Civil Service Rules, employees shall be laid off on the basis of seniority, such employees with the greater seniority being the last laid off. By written notice to the Employer within ten (10) working days after layoff, laid-off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority in the same layoff unit in the next lower occupied job title in direct line of promotion to the job from which he is being displaced. If there are no lower level occupied positions in direct line of promotion, he shall displace the incumbent with least seniority (and less than him) in a position in the same layoff unit in which he last served on a permanent prior basis, if his service was satisfactory, and if the position is in a lower salary grade than the position from which he is being displaced. Except as provided in the following paragraph nothing in this Article shall be construed to permit a part-time employee to displace a full-time employee. (A full-time employee shall be an employee regularly working 20 hours or more per week). Recall shall be in the inverse order of layoff.

- 2.2 Consistent with the Civil Service Law and the Wayne County Civil Service Rules and Regulations, employees will be maintained on the recall list for four (4) calendar years from the effective date of layoff; or until the employee has been offered and rejected recall to a job at the District twice or has otherwise failed to respond. Failure to respond constitutes a rejection of the offered position after which the employer has no further obligation with regard to retention of the employee's name on the recall list.
- 2.3 Teacher aides, monitors, food service helpers, bakers, cooks, food service supervisors, cashiers, class 5 bus drivers and class 2 bus drivers shall accrue seniority in their respective positions on the basis of number of months of continuous service.
- 2.4 Continuous service shall be defined as the last period during which an employee has continually had seniority. Subject to the New York Civil Service Law, an employee shall lose his seniority only upon the following:
1. Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law).
  2. Discharge
  3. Retirement
  4. Refusal of a recall to employment
  5. Layoff for a period exceeding one (1) year

### Section 3.

- 3.1 The relative seniority of two or more employees hired or appointed on the same date shall be in the order of their hiring or appointment by the hiring or appointing officer, or if that be the same, then by lot. All competitive class employees hired on the same date shall have their relative seniority determined by their rank on the Civil Service list. To break ties with regard to seniority date, the names of the employees who are tied will be put on small pieces of paper which will be placed in a hat or other suitable container and the Union President will pull out of the hat the names, the first name being pulled out is the employee with more seniority than the next pulled out. This procedure will be followed until no more names are left in the hat.
- 3.2 Effective July 1, 1998, when a substitute bus driver is later appointed to a regular bus driving position, the seniority date for this driver for purposes of layoff and recall is to be the date that the employee was appointed as a substitute bus driver. This will be the determining factor for layoff purposes only.

### Section 4.

The Employer shall provide within sixty (60) days from the execution of this Agreement, a seniority roster which shall be posted on all bulletin boards for thirty (30) days. All employees shall have this thirty (30) day period within which to appeal their proposed seniority date of hire. Any date not appealed at the end of this thirty (30) day period shall automatically become the employee's seniority date of hire.

Section 5.

One (1) to One (1) Aide.

Starting on and after July 1, 1995, there is established a new category of unit employee called "one (1) to one (1) aides". These 1 to 1 aides, while they bear the civil service job title of teacher aide, do not have any rights under the language of Article 5, Job Posting and Seniority, Sections 1.3; Sections 2.1, 2.2, 2.3, and 2.4; Section 3 and Section 4. One (1) to one (1) aides are assigned in accordance with the needs of the student that he/she serves and have no job protection with regard to reassignment rights or bump and retreat rights.

## **ARTICLE 6**

### **Leaves or Absences from Work**

#### **Section 1.**

##### **Sick Leave**

Paid sick days shall be used for personal illness or injury of the employee. Paid sick days shall be granted as follows:

Up to five (5) days of sick leave may be used for sickness in the unit member's immediate household.

Salaried Employees - one working day for each month scheduled. New employees will receive 50% of the sick days the first six months and 50% the last six months of the contractual year. Beginning in their second year, they will receive the full amount on July 1. Sick days may be accumulated without limit.

Regular Hourly Employees - all hourly employees will receive seven (7) sick days per year, cumulative to sixty (60), based on the number of hours worked per day.

#### **Section 2.**

##### **Personal Business Leave**

Personal Business - Paid personal leave may be granted to an employee by his supervisor in order to provide short periods of time off for matters which cannot reasonably be transacted or accomplished outside regular working hours and which would require absence from work for short periods of time. It is expected that paid personal leave be used for personal medical and dental appointments, personal business or legal matters, religious observances, accidents or illness in the immediate family of the employee requiring the employee's care or attendance, and other personal contingencies (or family matters) of an equally serious nature. Paid personal leave will be allowed as follows:

Salaried Employees - up to two days in the contractual year.

Twelve Month Salaried Employees - one additional day.

Regular Hourly Employees Working Four or More Hours Per Day - up to one day in the contractual year.

In addition, regular hourly employees working four or more hours per day may be granted by the Superintendent or Designee up to one additional day of personal leave under the conditions specified above. Twelve month salaried employees may be granted by the Superintendent or Designee up to two (2) additional days of personal leave under the conditions specified above. The Superintendent may in his discretion grant additional personal leave days in the event of a very serious family illness.

Unused personal business leave days will be added to an employee's sick leave accumulation.

### Section 3.

#### Paid Absences

Paid Absence - Time off with pay will be granted to all employees for the following reasons:

- 3.1 Jury Duty/Witness Duty - Reimbursement for such duty, less mileage, shall be paid to the school district. "Witness Duty" shall refer to the attendance by an employee in his capacity as a private citizen as a witness in a criminal or civil court action.
- 3.2 Bereavement Leave - All employees shall be entitled up to three (3) days bereavement leave, with pay, in the event of death in the employee's immediate family. The immediate family shall be defined as: mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, husband, wife, children, sister, brother, grandparent of either the employee and the employee's spouse, grandchildren, and any relative who was residing with the employee at the time of death.

### Section 4.

#### Maternity Leave

- 4.1 A pregnant full-time or regular part-time employee who complies with the conditions hereafter set forth shall be granted a leave of absence without pay for maternity for a period of up to one year.
- 4.2 The employee shall report to the Employer the existence of her pregnancy not later than the end of the fourth month of pregnancy.
- 4.3 A physician's statement, in form satisfactory to the Employer, as to the fitness of the employee for the performance of her duties may be required periodically before her maternity leave commences, and prior to her return to work.
- 4.4 The employee shall give the Employer, through its designated representative, at least one week's notice of the date upon which she intends to return to work.
- 4.5 An employee disabled as the result of pregnancy shall be entitled to use accumulated sick or vacation days during such period of disability prior to the commencement of an unpaid leave of absence only. Upon request, an employee shall be required to furnish a physician's statement, in form satisfactory to the Employer, that the employee is disabled from the performance of her duties.

### Section 5.

#### Leave of Absence

After one complete year of service, leaves of absence without pay may be granted to employees, for periods not exceeding two (2) calendar years. A request for a leave of absence may not be for the purpose of taking another job outside of school district employment. Any request must be in writing to the Board of Education and each will be evaluated on its merits. An employee granted a leave of absence shall be deemed to have

resigned his or her position if the employee does not return when his or her leave of absence is up.

## **ARTICLE 7**

### **Holidays and Vacations**

#### **Section 1.**

##### **Holidays**

- 1.1 Twelve (12) month salaried employees will receive thirteen (13) paid holidays. The authorized holidays for the 2003-2004 and 2004-2005 school year shall be agreed upon between the Employer and the Union.
- 1.2 In the event that an authorized holiday has to be used for a day of school, another day will be substituted. All twelve-month salaried employees will be assured of thirteen paid holidays.
- 1.3 Teacher's aides and bus monitors are to receive the following holidays: Thanksgiving and Christmas
- 1.4 Hourly cafeteria employees, food and mail courier are to receive the following holidays: Thanksgiving and Christmas
- 1.5 Eleven (11) month salaried employees will receive seven (7) paid holidays. The authorized holidays for the 2003-2004 and 2004-2005 school years shall be agreed upon between the Employer and the Union.

All other benefits (i.e. sick leave, personal) for eleven (11) month salaried secretarial employees remain at the level provided to teacher aides.

#### **Section 2.**

##### **Vacations**

- 2.1 A salaried employee who has been employed for less than a full year as of June 30, shall be entitled on July 1 to one day's vacation for each two months of employment prior to that June 30. Salaried employees shall be entitled to vacation in accordance with the following schedule:  
  
1 year as a salaried employee - ten (10) days vacation  
8 years as a salaried employee - fifteen (15) days vacation  
15 years as a salaried employee - twenty (20) days vacation
- 2.2 Vacations must be used within the year due, and/or during the school year when school is not in session or when it does not interfere with the operation of the district. Employees may request from their supervisor approval to defer five vacation days from one year to the next. Such request for deferral must be approved by the Superintendent or Designee to be effective and must be in writing. There shall be a maximum accumulation of deferred days and regular vacation days to twenty-five vacation days in any one year and not more than twenty days shall be able to be taken at any one time.

- 2.3 Vacation dates must be approved by the employee's supervisor. In the event of request conflicts that cannot be resolved by the employees, seniority shall be determinative.
- 2.4 Ten-month clerical employees will begin work September 1 of each school year and work through June 30 of each school year.

Section 3.

In the event any holidays are subsequently changed to a day in which school is in session because of changes in the school calendar occasioned by weather conditions, energy shortages, governmental orders or other similar contingencies, another day, or days, as the case may be, will be selected by the Board as the authorized holiday(s).

Section 4.

In addition to the holidays provided above, twelve - month secretarial employees will be granted five additional days off during each school year when school is not in session, subject to the approval of the employee's immediate supervisor.

## **ARTICLE 8**

### **Health Insurance**

#### **Section 1.** **Health Insurance**

- 1.1 The employer shall pay a portion of the premiums for the Blue Cross/Blue Shield medical insurance coverage, including the out-patient rider, for those employees electing to join the group plan in accordance with the following schedule. The Employer shall add to the above enumerated medical coverage the \$5.00 co-pay drug rider.
- 1.2 For those unit employees employed prior to July 1, 1994:  
  
0 to 8 hours per week-Employer pays no percentage of the premium  
8 to 16 hours per week -Employer will pay 22 1/2 percent of the premium.  
16 to 24 hours per week-Employer will pay 45 percent of the premium.  
24 to 32 hours per week-Employer will pay 67 1/2 percent of the premium.  
32 hours or more per week-Employer will pay 90 percent of the premium.
- 1.3 For newly hired employees on or after July 1, 1994, the employee co-pay percentage is to be as follows:  
  
8 to 16 hours per week - Employer will pay 12.50% of the premium  
16 to 24 hours per week - Employer will pay 35% of the premium  
24 to 32 hours per week - Employer will pay 57.5% of the premium  
32 or more hours per week - Employer will pay 80% of the premium
- 1.4 For figuring the hours worked per week, each bus trip will be considered as one (1) hour.
- 1.5 The premium payment percentage applicable to individual employees shall be recalculated September 15, December 15, and March 15 each year.
- 1.6 The spouse of a deceased policyholder may continue in the group at his or her own expense if permitted by the insurance carrier.
- 1.7 For purposes of this subsection, an eligible retiree shall be defined as an employee who retires with 15 or more years of service with the employer, which service began prior to July 1, 1979. Employees hired after July 1, 1979, who retire with 20 or more years of service will be eligible for health insurance at their own expense. An eligible retiree may continue receiving Blue Cross/Blue Shield medical insurance coverage in accordance with his eligibility pursuant to subsection 1 above as of the date of his retirement. An eligible retiree who has not participated in the Blue Cross/Blue Shield medical insurance program during his period of active employment may participate in the Blue Cross/Blue Shield medical insurance program upon the death of a spouse who was the retiree's primary source of insurance coverage, or in the event the spouse's policy will not cover the retiree. Participation authorized by the preceding sentence shall not be construed as a means of transferring coverage from an existing policy to the employer's policy.



- 1.8 The employer may substitute another health insurance program for the health insurance benefits presently contained in this article subject, however, to prior negotiations and agreement with the union on the comparability of such proposed substitute.

Section 2.

Major Medical

The school district shall pay one hundred percent (100%) of the premium for Major Medical insurance coverage for employees working 24 or more hours per week.

The parties also agree that, on or about July 1, 1994, the District may provide a major medical benefit which is substantially equal to the current major medical benefit provided to unit members by purchase of such major medical benefit through what is known as the "Blue Million" plan or by purchase of such a plan offered by Massachusetts Mutual (which is the current carrier).

Section 3.

Unpaid Leave of Absence

Employees who have exhausted paid leave time or who are on an unpaid leave of absence may continue to participate in the health insurance program but shall be required to pay the entire cost of the premium.

Section 4.

Personal Injury and Worker's Compensation

The Employer will reimburse employees for losses not covered by Worker's Compensation when loss results from job-related accidents or assaults, when an employee has not been personally negligent. In the instance of a Worker's Compensation accident, which necessitates absence from work, full pay without charge to existing accumulated sick time shall be granted for a period of up to three months from the date of accident, less any Worker's Compensation awards.

Section 5.

Flexible Spending Account

The current flexible spending account being provided to unit members at the start of the 1992-93 school year will be provided to unit members.

## ARTICLE 9

### Compensation and Benefits

#### Section 1.

##### Salary and Wages

For the 2003-04 school year, the total increase in each returning unit member's regular hourly wage rate or base salary, as the case may be, will be three and one-half percent (3.50%).

The returning unit employee must have been appointed prior to January 1, 2003 to obtain the negotiated raise.

For the 2004-05 school year, the total increase in each returning unit member's regular hourly wage rate or base salary, as the case may be, will be three and one-half percent (3.50%).

The returning unit employee must have been appointed prior to January 1, 2004, to obtain the negotiated raise.

#### Section 2.

##### Shift Hours

- 2.1 Shift differential is a premium paid to employees who are required to work hours because of the need to maintain continuous operations. This policy defines the amount and method of paying shift differential to salaried employees who work regularly scheduled hours other than those defined as first shift hours.
- 2.2 This refers to employees who work an eight-hour day, only. Payment for all hours worked on a given day including over-time hours worked before or after the regularly scheduled shift, will be determined by the rate paid for the regularly scheduled shift as defined below:
- 2.3 First Shift - The first shift is defined as any regularly scheduled shift in which the majority of straight-time hours worked falls between the hours of 8 a.m. and 4 p.m. Employees scheduled to work the first shift shall not receive shift differential for any hours worked.
- 2.4 Second Shift - The second shift is defined as any regularly scheduled shift in which the majority of straight-time hours worked falls between the hours of 4 p.m. and 12 midnight. Employees scheduled to work the second shift shall receive an additional \$1,039 for the school year.
- 2.5 Third Shift - The third shift is defined as any regularly scheduled shift in which the majority of straight-time hours worked falls between the hours of 12 midnight and 8 a.m. Employees scheduled to work the third shift shall receive an additional \$1,348 for the school year.

### Section 3.

#### School Bus Drivers

- 3.1 School Bus Drivers will be hired at the starting rates indicated at Appendix E.
- 3.2 A bus trip will be considered as being one (1) hour in duration. Kindergarten runs will be paid on a trip basis and where they exceed one (1) hour in length, trips will be pro-rated accordingly.
- 3.3 School Bus Driver Food Allowance
- a. An all day long trip outside the District is any trip outside the District consisting of a minimum of five (5) hours of assigned duty time.
  - b. The lunch allowance of \$7.10 will be paid for any all day long trip on which the bus driver is required to be on duty for the trip during any one (1) hour portion between the hours of 11:00 a.m. to 1:00 p.m.
  - c. The dinner allowance of \$8.00 will be paid for any all day long trip on which the bus driver is required to be on duty for the trip during any one (1) hour portion between the hours of 5:00 p.m. to 7:00 p.m.
- 3.4 When classes are required by the school district or the state, the driver will be compensated at the rate of \$12.00 per 2- hour session. However, new drivers who are required to take a 30 hour course will not receive any compensation for this 30 hour course.
- 3.5 School bus drivers who transport children in vehicles with a capacity of fifteen or less will receive \$10.83 (*see* Schedule E) per hour school year, however, the amount is to be negotiable in a situation of special circumstance.
- 3.6 Eligibility for driving out trips shall be restricted to drivers with a minimum of one (1) year of service in the district as a regular driver, provided, however, that if personnel so eligible fail to fill the needs of the district, then drivers with less service may be employed.

### Section 4.

#### Substitutes

Substitutes for positions now shown in Appendix Schedule D will be paid at 94% of the minimum hourly starting rate for the appropriate job classification.

### Section 5.

The salary and rate schedules referred to herein, and the salary grade-position schedules applicable to this contract are set forth in the appendix as schedules A-E inclusive, attached hereto and made a part hereof.

### Section 6.

The starting rate for monitors, teacher aides, and food service helpers is set at \$7.43 per hour.

Section 7.

Substitute bus drivers

The substitute rates for bus drivers are as follows:

<u>Current Employees</u>		<u>New Employees</u>	
Class II	\$15.48	Class II	\$12.42
Class V	\$11.80	Class V	\$9.31
Late	\$16.53	Late	\$13.45

Section 8.

Work Out of Title

When a unit employee is assigned to work in a position that is outside of her/his job title, the employee will be compensated at the starting rate of pay for the position in which she/he is working or his/her current rate of pay, whichever is greater, if the assignment lasts for more than 5 consecutive work days.

## **ARTICLE 10**

### **Working Conditions**

#### **Section 1.**

##### **Workday and Workweek**

The normal, but not guaranteed, workday and workweek shall be those presently in effect. Any change will be discussed in advance with the Union. There shall be no modifications of the workday and workweek for the purpose of imposing discipline, or to avoid overtime.

#### **Section 2.**

##### **Essential Operations**

Employees assigned to essential operations may be required to work during an emergency closing. Organizations having essential operations will prepare an internal plan identifying those operations considered essential.

#### **Section 3.**

##### **Closing of School**

In the event that schools in the District are closed because of weather, other unexpected emergencies, or governmental order, full-time salaried employees are to report to work unless otherwise notified. If circumstances prevent an employee from reporting to work, the employee is to notify his immediate superior of such inability to report and the reasons therefore. Such an absence will be reviewed by the Superintendent of Schools or Designee, and depending upon the circumstances, either there will be no deduction or a deduction will be made from salary, sick days, personal leave time, or vacation time.

#### **Section 4.**

##### **Employees Employed Other Than July 1**

Unit members employed prior to January 1 of any given school year will receive a negotiated pay increase on the next July. Unit members employed on January 1 or after in any given year, will remain at the rate hired until the next succeeding July after the unit member's first anniversary.

#### **Section 5.**

##### **Lunch Hour**

The hours employees are paid do not include the lunch period.

#### **Section 6.**

##### **Testing Weeks**

During the testing weeks, school bus drivers will be expected to do any additional regular transportation trips as part of their regular contractual duties.

#### **Section 7.**

##### **Cafeteria Employees' Paid Lunch**

Cafeteria employees shall be entitled to a paid lunch period not to exceed one-half hour.

#### **Section 8.**

##### **Call-In-Pay**

Any employee called in to work prior to work or after leaving work shall be paid not less than two (2) hours pay but may be required to work the hours for which he is paid. It is agreed that routine boiler checks shall not entitle an employee for call-in pay.

#### Section 9.

##### Cafeteria Uniforms

The employer agrees to reimburse cafeteria employees who are required to purchase uniforms for work. At the beginning of the school year after a cafeteria employee has completed one full school year of service, the employee will be eligible to be reimbursed up to \$25.00 each school year for a required uniform purchase subject to the submission of a receipt. The beginning of the school year after a cafeteria employee has completed three full school years of service, the employee will be eligible to be reimbursed up to \$50.00, instead of \$25.00 each school year for a required uniform purchase subject to the submission of a receipt..

##### Custodial

The District will inform custodial, cleaners and maintenance employees of what is appropriate dress for work and it is expected that these employees will dress appropriately. The District agrees to provide sufficient uniforms for these workers for use at work for the District. It is expected that employees are to wear the uniforms/clothing provided. The District agrees to establish a committee who will make a recommendation, for the initial uniform selection, to the Superintendent/designee on the kinds and types of uniforms to be worn.

#### Section 10.

##### Breaks

Employees shall be allowed a fifteen (15) minute break for each four (4) consecutive hours worked per day. It is agreed that employees who work seven and one-half hours per day shall be allowed two (2) fifteen (15) minute breaks. The scheduling of breaks shall be approved by the employee's supervisor.

#### Section 11.

##### School Bus Mechanics

The employer agrees to reimburse school bus mechanics for the purchase of required tools, gloves, coveralls, boots and jacket for use at work. School bus mechanics in order to be eligible for reimbursement of up to \$400.00 each school year will be required to submit an itemized receipt identifying tools, gloves, coveralls, boots and jacket purchased for use at work in performing the duties in the position of school bus mechanic.

#### Section 12.

##### School Bus Driver Responsibilities

- 12.1 Bus drivers must obey all laws and all directions from the Commissioner of Education and of the Department of Transportation covering the operation of school buses.
- 12.2 Bus drivers must report at least 10 minutes prior to the starting time of any trip and enough earlier in bad weather to check the bus completely to make sure that everything is in working order.

- 12.3 Bus drivers are responsible for keeping the inside of the buses clean and for keeping the windshields, windows and lights clean at all times. Buses should be swept out at least once each day.
- 12.4 Bus drivers are required to put gas in their buses as needed and keep necessary records of gas consumption. Fuel tanks are to be kept at least 1/2 full at all times.
- 12.5 Bus drivers must wash their buses at least once a week and rinse as often as needed to keep their buses looking clean.
- 12.6 Bus drivers must maintain discipline in their buses at all times and permit no moving around while the buses are in motion, no horseplay that might be dangerous to riders, and no obscene or abusive language.
- 12.7 Bus drivers must be inside or at the door of their buses while pupils are boarding buses and at all times when pupils are in buses.
- 12.8 Bus drivers must operate as closely to the schedule and on the route as set up by the Transportation Supervisor.
- 12.9 Bus drivers are required to report any mechanical fault they notice on buses to the Head Bus Mechanic as soon as they get in from each trip in order that they may be repaired or a bus substituted if necessary for the next trip.
- 12.10 Required Physical Fitness Tests for Bus Drivers. In implementing the required physical fitness tests for school bus drivers, the District will offer training for all bus drivers in the unit with regard to these requirements.

### Section 13.

#### Mileage

Mileage driven by an employee in the performance of the Employer's business in his personal automobile and approved by the Employer shall be reimbursed by the Employer at the rate specified by the IRS.

### Section 14.

#### Overtime

Overtime pay at the rate one-and-one half times the employee's regular rate shall be paid for all hours worked in excess of forty (40) hours per week. In the calculation of forty (40) hours for purposes of eligibility for overtime, in addition to those hours actually worked, there shall be included the following paid absences and no others: Holidays and authorized personal days. Work performed on Sunday, with the exception of routine boiler checks, shall be paid at the rate of double time. There shall be no compounding of overtime.

### Section 15

#### Mandatory Meetings

Hourly employees will be paid for all meetings that are designated as mandatory.

## Section 16

### Eleven Month Secretarial/Clerical Positions

The position titles "guidance secretary" (High School and Middle School), (High School) "curriculum office secretary", and "assistant principal secretary" (High School) are currently Clerk-Typist and are added to salary grade level 5 of Schedule C of the Appendix on page 36. The aforementioned titles are eleven month positions with a standard work year of 208 work days and 7 paid holidays. Salary for the positions is pro-rated at .9166.

## Section 17

### Evaluation

Starting in the 1994-95 school year, it is expected that unit employees will be evaluated on an annual basis.

## Section 18

### Controlled Substance and Alcohol Testing

The District intends to follow the following procedures in its implementation of the District's drug and alcohol testing program. The drug and alcohol-testing program was begun in January 1996 as a result of Federal Law.

1. Any unit member who engages in prohibited conduct or misconduct is subject to discipline up to and including discharge from employment in accordance with the following procedures:
  - a. Section 75 Civil Service Law for those for whom it applies pursuant to Article 12, Fair Discipline/Dismissal and Grievance, Section 1.1, of the Agreement.
  - b. Grievance Procedure for all others who have completed probationary period in accordance with Article 12, Fair Discipline/Dismissal and Grievance, Section 1.2 and 1.3 of the Agreement.
  - c. Any probationary employees who has engaged in prohibited conduct is subject to discipline and discharge and has no right to Section 75 of the Civil Service Law nor to the negotiated grievance and arbitration procedure in the Agreement between the CSEA and the District. Probationary employees are entitled to a minimal due process meeting with the Superintendent of Schools during which the District shall detail the reason for the discharge or discipline as well as the evidence against the employee. The employee will have the opportunity to respond and to offer explanation.

Discipline may be preferred as a result of prohibited conduct and for misconduct and/or incompetence and this misconduct includes any test for alcohol with a finding indicating a unit employee's blood alcohol content of between 0.02 and 0.039.

The District has the right to terminate any unit member who is subject to testing with a confirmed positive test for prohibited drugs or has a confirmed



positive alcohol test greater than 0.039. The sole issue which may be contested by a unit employee in such a case is whether or not there is a confirmed positive test result for a prohibited controlled drug or alcohol. The penalty for a confirmed positive test remains within the discretion of the District.

2. Cost of testing

- a. The District agrees to pay for alcohol tests and for the primary split sample vial testing of urine with regard to controlled substances for random testing, reasonable suspicion testing, post -accident testing and return to duty testing.
- b. If a unit member's primary split sample test of urine is positive, the unit member may request that the Medical Review Officer order that the secondary split sample vial be tested within the time period specified in the Federal law and regulations. The District agrees to pay for the cost of the test of the secondary sample in such a situation.
- c. Any unit employee required to take a random, reasonable suspicion, post -accident and return to duty testing will be in a paid status for however long it takes to complete the testing up to two (2) hours if the testing occurs at a time when the unit employee is not on duty.

3. Union representation

A unit employee can consult with a union representative prior to, contemporaneously with or after being tested and the union representative may be present for the testing, as long as the union representative does not interfere with, obstruct, prevent or delay testing of the unit member.

4. Union representatives who are unit employees of the District who consult with or accompany any unit employees who is or has been subject to testing will not be in a paid status.

5. Post accident testing

A unit employee may call or consult with union representative at the time of post accident testing as long as the process of contacting and consulting does not interfere with, obstruct, prevent or delay testing of the unit member.

6. Release regarding Post Accident Testing by other agencies

Each unit member who holds a commercial driver's license shall sign a release allowing the District to obtain any test results from state, county, local or federal officials with regard to any breath, blood or urine tests for the use of alcohol and/or for the use of controlled substances which the unit member has been subject to in a post accident setting.

7. Reasonable Suspicion Issues

- a. The District will train several persons in reasonable suspicion training. The training shall be as required by law.

- b. The determination of the need for drug and/or alcohol testing will be made on the basis of reasonable suspicion as specified in the Federal law. A trained District supervisor or administrator is to make the determination of the need for reasonable suspicion testing by the school district.
8. Substance Abuse Professionals (SAPS)
- a. The District will compile and have on hand a list of names and addresses and telephone numbers, if available, of SAPs which will be given to any unit employee who has engaged in prohibited conduct and with regard to any unit employee who tests between 0.02 to 0.039 in an alcohol test.
  - b. The cost of any SAP evaluation and/or prescribed treatment is to be borne by the affected employee. If the unit member may utilize his/her health care plan for the payment of SAP evaluation if the plan will so pay.
  - c. Any unit member who tests positive for controlled substances or whose testing shows a blood alcohol concentration of 0.02 or more will be given the name and telephone of a person from the employee assistance program.
9. Alcohol Testing Issues
- a. If a unit employee is tested and has a blood alcohol content of between 0.02 and 0.039, the Federal law states that any such unit employee must be removed from safety sensitive duty for at least 24 hours or until the unit member's next scheduled on-duty time, whichever is longer.
  - b. Any unit employee whose alcohol test indicates a blood alcohol content of between 0.02 and 0.039 will be sent home for at least 24 hours or until the unit member's next scheduled on-duty time, whichever is longer, and the unit member may be subject to discipline or discharge in accordance with the procedures set forth in Section 75 of the Civil Service Law, if it applies or with regard to Article 12 Fair Discipline/Dismissal of the Agreement and those sections which would apply.
  - c. A probationary unit employee who is tested and found to have a blood alcohol content of between 0.02 and 0.039 is subject to dismissal without any rights to the contractual fair dismissal and grievance procedure contained in Article 12 Fair Discipline/Dismissal of the Agreement
10. Pay for Time Spent Testing
- With regard to controlled substance and alcohol testing required by the Federal Government, the District agrees to pay each unit employee who is to be so tested at the rate of pay of \$6.00 per hour for the time during which each such employee is to be tested for random, reasonable suspicion and post-accident testing. This does not apply to time for pre-employment, return to duty, confirmation tests (i.e. test of split sample after a positive initial test) or follow up testing.

11. Scheduling Conflicts Regarding Random Testing

When a unit employee is to have a random test and also has a schedule conflict for another non-work appointment which occurs at the same time, within reason that employee is to be tested first among those who are scheduled to be tested and the supervisor will, upon request, contact the non-work appointment to explain the unit employee's delay beyond the control of the employee.

12. Distribution of Procedures

The distribution to each member of the negotiating unit who drive commercial motor vehicles of the District's Board of Education Policy on Drug and Alcohol Testing for School Bus Drivers will be accompanied by a copy of these procedures.

## **ARTICLE 11**

### **Retirement**

#### **Section 1.**

##### **Retirement**

Benefits are in effect in accordance with State Law. The District will provide eligible employees with the benefits provided in option 41-J of the New York State Employees' Retirement System effective July 1, 1986.

**ARTICLE 12**  
**Fair Discipline/Dismissal and Grievance**

Section 1.

- 1.1 All non-probationary employees governed by Section 75 of the New York Civil Service Law shall not be removed or otherwise subjected to any disciplinary penalty except as provided for in Section 75. Such employees are expressly excluded from the discipline and fair dismissal procedure set forth in subsections 1.2 and 1.3 of this Article.
- 1.2 All non-probationary employees of the Employer not governed by Section 75 of the New York Civil Service Law shall be disciplined or dismissed only for good cause. In a discharge or suspension case, the burden of proof shall specifically be upon the Employer.
- 1.3 A non-probationary employee, against whom dismissal or discipline is proposed involving time off without pay, shall have written notice thereof and the reasons therefore, shall be furnished a copy of the charges preferred against him, and shall have at least ten days for answering the same in writing. The hearing upon such charges shall be held before the Board of Education, or by a deputy or other person designated by the Board of Education in writing for that purpose. In the event that a deputy or other person is so designated, he shall, for the purpose of the hearing, be vested with all the powers and authority of the Board of Education, and shall make a record (which may be in summary form) of such hearing which shall, with his recommendations, be referred to the Board of Education for review and decision. The Board of Education, or the person or persons holding such hearing, shall, upon the request of the person against whom charges are preferred, permit the employee to be represented by counsel and/or a Union representative. Compliance with technical rules of evidence shall not be required.

Upon completion of the hearing before the Board of Education, or upon receipt of the recommendation or recording of the hearing held before a deputy, the Board of Education shall render a decision regarding the proposed disciplinary action or dismissal of the employee by taking whatever action is appropriate in the judgment of the Board. Such decision may be appealed to the Commissioner of Education under the Education Law if such remedy is available thereunder, or a court of competent jurisdiction.

Section 2.  
**Procedures**

- 2.1 For the purpose of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee, more than one (1) employee, or the Union and the employer, based upon a claimed violation, misinterpretation, or

misapplication of the terms of this Agreement, or work rule or act of discrimination in violation of this Agreement.

- 2.2 The grievance procedure set forth below shall be available to all employees, except that it shall not be available under circumstances giving rise to the application of sections 1.1 and 1.3 of this article.

2.3 Stage I

1. Any employee having a grievance shall present the grievance in writing to his immediate supervisor in an attempt to resolve it within ten (10) working days of the event giving rise to the grievance.
2. A conference to discuss such grievance shall be held within three (3) working days of the presentation of the grievance.
3. The immediate superior shall present to the employee, after full consideration and within a period of five (5) working days, his decision on the grievance.
4. The immediate superior, upon informing the employee of his decision shall render a written report of the grievance and his decision to the Superintendent.

2.4 Stage II

1. If the grievance is not resolved at Stage I, the employee may request within ten (10) working days of receipt of the discussion of the immediate supervisor in Stage I, in writing, a conference with the Superintendent or Business Administrator. Transportation and cafeteria personnel shall apply to the Business Administrator for such conference. All others shall apply to the Superintendent.
2. The Superintendent or Business Administrator must hold a conference within ten (10) working days after the request is received.
3. The Superintendent or Business Administrator must make a decision concerning the grievance within ten (10) working days after the conference and supply the answer to the employee in writing.

2.5 Stage III

Either party shall have the option, if the grievance is not resolved at Stage II, to request a mediator from the panel of mediators on the staff of the Public Employment Relations Board, who shall meet with the parties or their designated representatives, in an effort to bring the parties to a settlement of the grievance. The cost of such mediator, if any, shall be shared equally by the parties.

2.6 Stage IV Advisory Arbitration

1. In the event that a grievance is unresolved after being processed through all of the steps of the grievance procedure contained within Stage I, Stage II and Stage III, then not later than ten (10) calendar days after the Stage III procedures are complete, or sixty (60) calendar days after the time limits

required by Stage II in the grievance procedure have run, the CSEA with the consent of the employee may submit the grievance to advisory arbitration by requesting the services of the Public Employment Relations Board.

2. The advisory arbitrator shall have no power to add to, subtract from or modify any of the provisions of this agreement.
3. The advisory arbitrator shall not recommend back pay in any case for a period of more than sixty (60) working days prior to the date the grievance was initiated. All recommendations of back pay shall be limited to the amount of wages the employee would have earned from his employment with the Employer but not in excess of the period above defined, less any other compensation for personal services that he has received from any source during said period. Nothing herein shall preclude the Employer from granting additional awards of back pay beyond the above time limits in cases involving extra-ordinary circumstances.
4. No recommendation of an advisory arbitrator or of the Employer in any grievance shall create the basis for retroactive adjustment, or other adjustment, in any other case.
5. No advisory arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.
6. The recommendation of the arbitrator shall be advisory upon the parties. The fees and expenses of the advisory arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the CSEA. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

## 2.7 Stage V

1. Any employee having gone through the foregoing Stages without a satisfactory resolution of the grievance, may make an appeal from the recommendation of the Advisory Arbitrator directly to the Board of Education.
2. The Board of Education must grant a hearing on such appeal within 30 days.
3. After reviewing the facts and the decision previously rendered, the Board of Education must render a decision on the grievance within ten (10) working days of the hearing.
4. The decision of the Board of Education upon such appeal may be appealed to the Commissioner of Education under the Education Law if such remedy is available thereunder, or a court of competent jurisdiction.

## ARTICLE 13

### Section 1.

#### Labor-Management Council

The parties agree to establish a labor-management council to meet when necessary. The committee will consist of an administrator appointed by the Superintendent and the President of the Palmyra-Macedon School Unit. The Superintendent of Schools will be an ex-officio member of the council.



**ARTICLE 14**  
**Savings Clause and Legislative Action**

Section 1.

If any clause or provision of this Agreement is determined to be illegal, unenforceable or null and void by any tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof nor give any right to either party to negotiate or renegotiate any part of this Agreement.

Section 2.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3.

Gender

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

## ARTICLE 15

### Duration

#### Section 1:

This agreement shall be effective from July 1, 2003, or as of the date it is approved by both parties. This agreement will continue in full force and effect until the 30<sup>th</sup> day of June, 2005, except as hereafter provided.

#### Section 2.

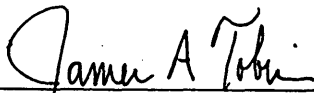
If either party desires to terminate this Agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in effect from year to year thereafter, subject to written notice of termination by either party one hundred twenty (120) days prior to the then current year's termination date.

#### Section 3.

If either party desires to amend this Agreement it shall, one hundred twenty (120) days prior to the termination date, give written notice of amendment, which notice shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. If neither party shall give notice of amendment, this Agreement shall continue in effect from year to year thereafter, subject to written notice of amendment by either party one hundred twenty (120) days prior to the then current year's termination date.

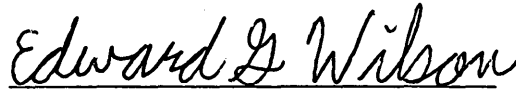
Notice of termination or amendment shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the President of the Union, and if to the Employer, to Palmyra-Macedon Central School District, 151 Hyde Parkway, Palmyra, New York 14522.

Palmyra-Macedon CSD

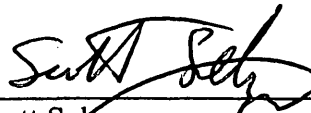


Dr. James A. Tobin  
Superintendent of Schools

Palmyra-Macedon School Unit  
CSEA, Inc., Local 859, AFSCME  
Local 1000



Edward Wilson  
Unit President



Scott Seltzer  
CSEA Labor Relations Specialist

**APPENDIX**  
**Schedule A**  
**List of Unit Positions**

Assistant Transportation Supervisor	
Attendance Clerk	
Auto Mechanic	
Building Maintenance Mechanic	
Building Secretary	
Bus Driver	
Cleaner	
Clerical - Part Time	
Cook	
Custodian	
Custodian - Head	
Custodian - Part Time	
Groundsman	
Food Service Helper	
Food Service Helper - Part Time	
Food Service Supervisor	
Food and Mail Messenger	
Guidance Secretary	
Mechanic - Head	
Monitor	
Senior Clerk Typist	
Senior Account Clerk	
Stenographer	
Personnel Clerk	
Teachers' Aide	
Teachers' Aide - Part Time	
Typist	
Transportation Clerk	
Senior Maintenance Mechanic	

**APPENDIX  
SCHEDULE B  
Starting Rates**

<b>GRADE</b>	<b>2003-04</b>	<b>2004-05</b>
1	13,883	14,161
2	14,383	14,671
3	15,020	15,320
4	15,664	15,977
5	16,340	16,667
5A	16,762	17,097
6	17,311	17,657
6A	17,617	17,969
7	18,060	18,421
7A	18,698	19,072
8	19,338	19,725
9	20,015	20,415
10	21,458	21,887
11	22,263	22,708
12	23,451	23,920
13	24,771	25,266
14	26,142	26,665
15	27,570	28,121
16	29,071	29,652
17	30,643	31,256
18	32,328	32,975
19	34,004	34,684
20	35,707	36,421

**SCHEDULE C**  
**Starting Salary Grade - Position**

<u>Salary Grade</u>	<u>Position</u>
1	Open
2	Open
3	Typist
5	Cleaner
5	Clerk - Typist
7	Building Secretary
7	CSE Secretary
7	Transportation Clerk
7	Groundsman
7	Custodian
8	School Personnel Assistant
10	Senior Account Clerk
10	Head Custodian - Elementary
11	General Mechanic, Auto Mechanic
11	Senior Maintenance + \$1,000
11	Head Groundsman, Head Custodian- Secondary
11	Building Maintenance Mechanic
12	Open
13	Open
14	Open
15	Head Bus Mechanic
16	Open
17	Computer Services Assistant
18	Open
19	Open
20	Open

**APPENDIX  
SCHEDULE D  
Hourly Employees**

<b>POSITION</b>	<b>2003-04</b>	<b>2004-05</b>
Teacher Aides	\$7.43	\$7.43
Monitors	\$7.43	\$7.43
Food Service Helper	\$7.43	\$7.43
Ala Carte	\$7.69	\$7.69
Cashiers	\$7.80	\$7.80
Baker, Cooks, Supervisor	\$8.31	\$8.31
Cleaner	\$7.43	\$7.43

**APPENDIX  
SCHEDULE E  
School Bus Driver Salary and Rate Schedule**

Regular Annual Salary, Class II	\$3,352.44
Regular Annual Salary, Class V	\$11.02
Out-Trip Schedule	
Hours 1-3	\$14.16
Over 3-5	\$45.35
Over 5 hours, above flat rate, plus	\$8.33
Late Trips	\$15.73